

From: Matt Krabbenhoft
To: 'Microsoft.atr(a)usdoj.gov'
Date: 1/24/02 4:49pm
Subject: Microsoft Settlement

To whom it may concern:

As a Microsoft customer and computer user, I am not satisfied with the Proposed Settlement currently under consideration in this matter. The following item is specifically lacking.

SECTION III.D. states:

Microsoft shall disclose to ISVs, IHVs, IAPs, ICPs, and OEMs, for the sole purpose of interoperating with a Windows Operating System Product, via the Microsoft Developer Network ("MSDN") or similar mechanisms, the APIs and related Documentation that are used by Microsoft Middleware to interoperate with a Windows Operating System Product. In the case of a new major version of Microsoft Middleware, the disclosures required by this Section III.D shall occur no later than the last major beta test release of that Microsoft Middleware. In the case of a new version of a Windows Operating System Product, the obligations imposed by this Section III.D shall occur in a Timely Manner.

This is not acceptable in terms of competition. Disclosure of the necessary APIs to developers of Non-Microsoft Middleware must be made well prior to any beta version of that software. By the time the Microsoft Middleware reaches its last major beta version, it is considered ready for release. If the Microsoft OS APIs are not available to competing products prior to the last major beta release, Microsoft enjoys a generous, government-sponsored lead in getting their product to market before their competitors. These APIs must be released to competitors sooner. The last major alpha release would be more sensible.

In addition, the term "in a Timely Manner" in regards to the disclosure of APIs of new Operating System Products is too broad a term and is open to interpretation. Microsoft may argue that a "Timely Manner" means "following the release of Service Pack 1" of the new Operating System which could take place as much as 6 months following the new software's initial release. Should there ever be a viable alternative to the Microsoft Operating System, this clause, would give Microsoft at least 6 months more time in the market than their competitors. This reduces a competitor's ability to provide a competitive product and leaves me as a consumer with little option but to purchase a Microsoft product.

Overall, this judgement gives the impression that it addresses the anti-trust violations for which Microsoft has been indicted. However, it does not address the current state of the software market which has been and continues to be heavily influenced by Microsoft's actions. In addition, I do not see that I as a consumer am protected as much as I should be.

Specifically, with no viable alternative to the Microsoft Operating System when using less expensive x86 compatible hardware, I am forced (for reasons of compatibility) to use and therefore purchase Microsoft software. It costs me less to purchase that computer equipment, so that is what I buy. To use

that computer equipment, I must use an Operating System. Because of the greater availability of third-party software for the Microsoft Windows operating system, I am guaranteed that I can share files with friends, family, and business associates if I chose the Microsoft product over Linux. This is especially so since Microsoft Office (which holds a monopoly in the business productivity sector) is not available on the Linux OS, and there are no FULLY compatible alternatives available.

If I don't want to use Microsoft software on my less expensive x86 compatible hardware and still do business with those who do want to use it, I need a viable alternative which is fully compatible with Microsoft software. To get that kind of compatibility from a currently competing product, I must either pay a premium (to replace my hardware and ALL of my software) to use Apple software, or I must make operational and compatibility sacrifices which may affect my ability to effectively do business and use a Linux OS with software applications which are not fully compatible with Microsoft products because Microsoft will not disclose the necessary APIs. Thus, as a consumer, I am monetarily penalized unless I opt for Microsoft software when using less expensive computer equipment.

Restraining Microsoft from penalizing competitors isn't enough protection for the American consumer. Microsoft illegally forced its way into other markets because it has no competition in its own. In this instance, stimulating increased competition in the x86 Operating System market would better benefit consumers and competing producers of Middleware. It would improve the availability of alternatives and the quality and security of Operating Systems and Middleware products available on the open market. I want to be able run Microsoft Word or Microsoft Internet Explorer on a Linux OS computer without having to own a copy of Microsoft Windows too. In its current form, this agreement doesn't grant me that option. It addresses the past violations, but does not address the harm it has done to the current software market.

Sincerely,

Matt Krabbenhoft
6605 Hillside Terrace Drive
Austin, TX 78749